



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: May 20, 2015

Sponsored by Council Members: Webb, Motsavage, Papastrat, Matzo, Berg, Mihalko, Rennia

Introduced by Committee: Employees

ORDINANCE

entitled

AN ORDINANCE AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
BINGHAMTON POLICE BENEVOLENT
ASSOCIATION FOR THE YEARS 2015-2019

WHEREAS, pursuant to New York State Civil Service Law Article 14-Public Employees' Fair Employment Act, the Mayor and the Binghamton Police Benevolent Association have executed a Collective Bargaining Agreement for calendar years 2015-2019, which requires legislative approval; and

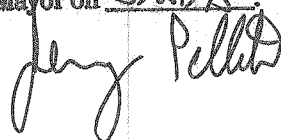
WHEREAS, the Collective Bargaining Agreement is attached hereto as Exhibit "A".

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Collective Bargaining Agreement between the City of Binghamton and the Binghamton Police Benevolent Association for the years 2015-2019 is hereby approved as set forth in Exhibit "A" annexed hereto and made a part hereof.

Section 2. That this Ordinance shall take effect immediately.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 5/20/15. Approved by the
Mayor on 5/21/15.

A handwritten signature in black ink, appearing to read "Jerry Pellet", is written over the certification text.

Introductory No. 015-32

Permanent No. 015-30

Sponsored by City Council Members:
Webb, Motsavage, Papastrat, Matzo, Berg, Mihalko,
Rennia

AN ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH THE
BINGHAMTON POLICE BENEVOLENT
ASSOCIATION FOR THE YEARS 2015-2019

The within Ordinance was adopted by the Council of
the City of Binghamton.

Date May 20, 2015

City Clerk Jerry Pilla

Date Presented to Mayor May 21, 2015

Date Approved 5/21/15

Mayor Richard D. Land

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Rennia	✓			
Webb	✓			
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	7	0	0	0

☐ Code of the City of Binghamton

☒ Adopted ☐ Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF BINGHAMTON

AND

THE BINGHAMTON

POLICE BENEVOLENT ASSOCIATION, INC.

FROM JANUARY 1, 2015 - DECEMBER 31, 2019

TABLE OF CONTENTS

Preamble	3
Witnesseth.....	3
Agreement.....	3
Section 1.....Recognition.....	3
Section 1A.....The Collective Bargaining Unit.....	4
Section 2.....Strike Prohibition.....	4
Section 3.....Union Dues.....	4
Section 3A.....Agency Shop.....	5
Section 3B.....Pay Day.....	6
Section 4.....Management Rights.....	6
Section 5.....Binghamton PBA Receives.....	6
Section 6.....Holidays.....	7
Section 7.....Hours of Work and Overtime.....	8
Section 8.....Compensatory Time.....	10
Section 9.....Vacation.....	10
Section 10.....Sick Leave.....	11
Section 11.....Death Benefits.....	12
Section 12.....Personal Leave.....	13
Section 13.....Maternity Leave.....	14
Section 14.....Health Insurance.....	14
Section 15.....Uniform Allowance.....	15
Section 16.....Retirement Plan.....	15
Section 17.....Release Time for PBA Business.....	16
Section 18.....Grievances.....	16
Section 19.....Personnel Record Review.....	18
Section 20Duration.....	18
Section 21.....Legislative Action.....	18
Section 22.....Salary.....	19
Section 23.....Shift Differential.....	19
Section 24.....College Degree Incentive Pay.....	19
Section 25.....Firearms Qualification.....	20
Section 26.....Police Labor-Management Committee.....	20
Section 27.....Work Schedule.....	20
Section 28.....Execution.....	22
Section 29.....Savings Clause.....	22
Section 30.....Retirement Incentive.....	23
Section 31.....Retroactivity.....	23
Section 32.....Vacancies.....	23
Section 33.....Drug Testing.....	23
Section 34.....Alcohol Abuse.....	33
Section 35.....On-Call Pay for Detectives.....	33

PREAMBLE

This Agreement entered into by and between the CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK and the BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC. for the purpose of establishing for those members covered by this Agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the City and its members to serve the public. It shall be the further purpose of this Agreement of the parties to promote the highest degree of effectiveness in the conduct of the City's services.

WITNESSETH

It is mutually agreed and understood that this Agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, as now is in effect and as may hereinafter be amended from time to time, and also pursuant to the provisions of the Local Laws, Ordinances and Regulations of the City of Binghamton.

For purposes of this Agreement, the parties hereto shall be hereinafter referred to as follows:

- (a) City of Binghamton, "City"
- (b) Binghamton Police Benevolent Association, Inc., "PBA"
- (c) The Binghamton Police Bureau (the "Bureau")

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015 by and between the CITY OF BINGHAMTON, NEW YORK hereinafter referred to as "City", and THE BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter referred to as "PBA").

1. RECOGNITION

The City, pursuant to Section 207 of the Public Employees Fair Employment Act, hereby recognizes the PBA as the exclusive representative for purposes of collective bargaining and grievances for all members of the Police Bureau covered by this contract.

1.A. THE COLLECTIVE BARGAINING UNIT

The appropriate collective bargaining unit covered by this Agreement shall be all members (hereinafter referred to as collectively as "members" of the bargaining unit, or individually, as a "member" of the bargaining unit), employed in the Police Bureau, with the exception of the Chief of the Bureau (hereinafter referred to as the "Chief"). Regarding the Assistant Chiefs of the Bureau (hereinafter referred to collectively as "Assistant Chiefs", or individually as an "Assistant Chief"), refer to the decision dated 4 June 2010 by Administrative Law Judge Nancy L. Burritt.

2. STRIKE PROHIBITION

The PBA affirms that it does not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

3. PBA DUES

A. The City agrees to withhold PBA membership dues and Council 82 fees from the pay of each member of the unit who authorizes said withholding in writing to the Comptroller.

1. The amount of said PBA dues shall be that amount certified in writing by the elected officers of the PBA to the comptroller. The amount to be withheld shall be a fixed amount per pay period, per member, and shall not fluctuate with hours worked or any other variable function. The amount of said Council 82 fees shall be that amount certified in writing by the Business Manager of Council 82 to the Comptroller. The amount withheld shall be a fixed amount per pay period, and shall not fluctuate with hours worked or any other variable function.

B. The City agrees to withhold a life insurance payment, or a payment for any other form of PBA authorized insurance, in an amount certified in writing by the elected officers of the PBA to the comptroller from the pay of each member of the unit who authorizes the withholding of PBA dues in writing to the comptroller.

C. The total amount of the aforementioned deductions shall be transmitted each month to the designated financial officer of the PBA, together with a list of members from whom the deduction were made. The total amount of the aforesaid Council 82 fees shall be transmitted each month to the designated financial officer of Council 82, together with a list of members from whom deductions were made.

D. Within 10 days of the execution of this Agreement, the PBA shall furnish to the comptroller a roster of members from whom dues are expected to be withheld, and said roster shall be updated at no more than one year intervals.

E. The PBA agrees to indemnify and hold harmless the City from any cause of action, claim, loss or damages incurred as a result of this section. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its officers and members shall not be liable for any delay in carrying out such deduction; and, upon forwarding payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

3A. AGENCY SHOP

The City shall recognize the form of PBA security known, in accordance with the Civil Service Law, as the "agency shop". Any member of the bargaining unit who is employed as of January 1, 1987 who is not an Association member, and who does not make application for membership in the Association within thirty (30) days after the execution of this Agreement, and any member who is appointed after January 1, 1987, and during the term of this Agreement, who does not make application for membership in the Association within thirty (30) days after the member's appointment, and any Association member who, during the term of this Agreement, is removed from the membership in the Association, shall, as a condition of employment, have deducted from the member's bi-weekly wage, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association bi-weekly dues, as a contribution towards the administration of this Agreement.

The Association shall establish and maintain a procedure providing for the refund to any member demanding the return of any part of an agency shop fee which represents the member's pro-rata share of expenditures by the Association in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require a member to become an Association member.

3B. PAY DAY

The members of the bargaining unit shall be paid on a bi-weekly basis absent extraordinary circumstances. Pay checks shall be available on the day preceding pay day by 5:00 PM.

4. MANAGEMENT RIGHTS

It is recognized that the management of the City government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City, except as otherwise specifically limited in this Agreement.

5. BINGHAMTON PBA RECEIVES:

A. New Classifications. The City agrees that in the event it establishes new classifications, it will furnish the PBA with the new job descriptions.

B. Monthly Meetings. The PBA shall be allowed to use the Roll Call Room or Classroom in Police Headquarters for monthly meetings, if scheduled in advance, at no cost to the PBA.

C. Storage of Equipment. The PBA shall be allowed to store ordinary and necessary PEA equipment, including filing cabinets, at no cost to the PBA, and in an area readily available to its members.

D. Bulletin Boards. The PBA shall have the right to post notices and communications upon the bulletin boards maintained in the locker room, and Roll Call Room of Police Headquarters. The material posted shall be restricted to PBA business and will not contain salacious or non-PBA political material.

E. The City has provided an office for the PBA. The City further agrees to continue to permit the PBA to remain in the

office for the term of the Collective Bargaining Agreement herein.

6. HOLIDAYS

A. The following is a list of all holidays for all members of the PBA. Appendix A to this Agreement is a list of the actual date for each such holiday.

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

B. In addition to the above holidays, members of the Police Bureau covered by this Agreement shall also receive the benefit of all other holidays designated or observed by the City, which are added to the administration list of official holidays (i.e.: times when City Hall is closed except for essential services) provided such holidays are added to the current list of official holidays after the execution of this Agreement. This shall include a determination by the administration to declare a one-time holiday as well as a determination by the administration to increase the number of official City Hall holidays. It is agreed that this section does not cover holidays that are designated and observed by other bargaining units through contract negotiations.

C. All members covered by this Agreement who do not work on a particular holiday as listed in Section 6A will be credited with one day's Holiday Compensatory Time. Members who work on a particular holiday as listed in Section 6A will be credited with 2 days of Holiday Compensatory Time. Holiday Compensatory Time is separate and distinct from compensatory time earned in lieu of overtime pay. The administration of compensatory time shall be in accordance with the Bureau rules and regulations.

D. Each member shall be allowed to carry over the use of the Christmas holiday to be carried over until May 1 of each successive year following the Christmas holiday to be carried over.

E. The City agrees to pay a member who works a holiday time and one-half (1.5X) for the 8 hours worked on any holiday during a given year (4 additional hours). This pay is in addition to the benefits provided under Section 6 entitled "Holidays" and Section 8 entitled "Compensatory Time".

The holiday overtime (4 hours) per holiday must be paid on or before December 15th of each year in addition to any check for payment for compensatory time set forth in Section 8 "Compensatory Time". If December 15th falls on a weekday or holiday, payment will be made the last succeeding workday before December 15th. A maximum of 80 hours of Compensatory Holiday Time will be paid at this time. If a member does not have 80 hours of Compensatory Holiday Time, regular compensatory time may be added to get a total of 80 hours in the December payment. Holiday compensation and retroactive overtime monies will be separately labeled on the check stub.

F. It is understood that compensation for Christmas holiday overtime monies will be paid on or before December 15th in the following year.

G. If a holiday falls on a regular work day during a week a member scheduled a vacation of at least one full week, the member shall be credited with two (2) Holiday Compensatory days.

7. HOURS OF WORK AND OVERTIME

A. All overtime in excess of an eight hour workday required of members of the Police Bureau and not covered in the compensatory time provisions shall be compensated at the rate of one and one-half times the member's hourly pay rate.

B. Any required appearance pursuant to a member's duties, shall be compensated at a rate of one and one-half times said member's regular rate of pay up to the start of the member's regular shift, at which time he/she shall be compensated at his/her regular rate of pay. These provisions shall not apply to a members appearance as the Respondent in a Section 75 disciplinary matter or as a Defendant in a criminal matter,

unless the member is ultimately exonerated. In situations where the Member reports more than two hours prior to the next regularly scheduled tour of duty, a minimum of three hours overtime pay is guaranteed. The three-hour guarantee is not applicable to situations where the overtime period overlaps or is continuous with the regularly scheduled tour of duty. A required appearance is defined as a direction to appear in response to a lawful subpoena issued by a Judge, the Broome County District Attorney's Office, Division of Parole, or a Notice of Hearing issued by the NY Department of Motor Vehicles. Any other appearance pursuant to a member's duties will be compensated at an overtime rate only with the approval of the Chief of Police or Chief's designee. All subpoenas accepted by a member must be delivered to the Chief of Police or the Chief's designee on the member's next working day upon receipt. If the City refused to honor the subpoena and pay the member for the time of the subpoena, the City will be responsible for representation of the member for any judicial action and punitive damages.

C. All members of the Police Bureau who are required to report to In Service Training schedules on off-duty hours shall be compensated at the rate of one and one-half times the member's hourly rate except as modified below.

D. A member after one year service in the Bureau may be granted leave with full pay for advanced study in the Police Science Course at any accredited College upon recommendation of his/her superior and concurrence by the Chief of Police, which recommendations shall be submitted to the City Council of Binghamton for approval and authorization. A member receiving said authorization shall work in the Bureau when not in attendance at said college and, at the time the Member requests such paid leave, upon completion of the program, shall execute an Agreement to continue with the Bureau for at least the amount of time spent in advance study.

E. If a member is directed to attend a school or seminar or any special assignment on Monday through Friday for a week or more in duration then the City has the right to change days off of the member to schedule Saturday and Sunday as the days off. If the member attends a school or seminar or any special assignment for less than a week, then the member shall be paid time and a half for attendance during the member's regularly scheduled days off or compensatory time at time and a half in

the sole discretion of the member. Any member may volunteer to attend a school or training session on his or her day off in return for a different mutually agreed on day off. The member agreeing to work a day off to train will be marked XW/DO for that day. The day off that was mutually agreed on between the member and the administration will be marked DO/W.

8. COMPENSATORY TIME

A. In the event a member is unable to use accumulated compensatory time, he/she shall be paid in lieu thereof at his/her regular hourly pay rate at time of payment.

B. Each member shall be allowed to accumulate a maximum of 80 hours annually.

C. Payment of compensatory time shall be made on or before December 15 each year unless December 15 is on a weekend or holiday in which case payment shall be made on the next succeeding workday.

9. VACATION

A. Each member hired-by the City prior to January 1, 1987:

1. Shall be entitled to:
 - a. five paid vacation days after six months of service;
 - b. ten paid vacation days after one year of service;
 - c. twenty paid vacation days after two years of service;

B. Each member hired by the City after January 1, 1987;

1. Shall be entitled to:
 - a. five paid vacation days after six months of service;
 - b. ten paid vacation days after one year of service;
 - c. fifteen paid vacation days after three years of service;
 - d. twenty paid vacations days after four years of service;

C. Commencing on January 1, 1988 an member shall be entitled to twenty-two paid vacation days after seventeen years of service.

D. 1. Vacation is not cumulative from one calendar year to the next.

2. Vacation shall be administered by the Bureau Head.

3. Vacation assignments shall be based upon seniority.

4. Upon retirement, members with seventeen years or more of service shall receive twenty-two working days of vacation.

Members who retire with less than seventeen years' service will receive a pro-rated portion of their annual vacation as follows:

If the retirement occurs on or before June 30th--eleven working days. If the retirement occurs on or after July 1--twenty-two working days. The above rules regarding vacation time due at retirement cover only those days of vacation time which were unused prior to retirement. In no event shall an member who retires or otherwise terminates employment with the Police Bureau receive more than twenty-two working days of vacation time in any one year.

10. SICK LEAVE

A. Sick leave shall be accumulated by members of the Police Bureau on the basis of one day per month.

B. Members at time of their retirement, including disability retirement of any kind awarded by the New York State Police and Firemen Retirement System, will be paid for two-thirds of their unused accumulated sick time up to a maximum of 150 days at two-thirds pay (100 days at full pay) effective on and after December 31, 2005. The parties further agree that members will be allowed in their discretion to allocate some or all of the sick leave payout up to the maximum of 100 days full pay, to pay for post-retirement health insurance premiums. The City's administration of such funds shall be in accordance with applicable U.S. Internal Revenue Service rules and regulations. Sick leave payout shall be computed solely on the number of sick days accrued as a member of the Police Bureau.

C. Sick leave or disaster leave donation program.

a. The PBA and City agree to establish a committee of four (4) individuals to determine eligibility for donations of accrued time from members in the event of a disaster or illness. The committee will consist of two individuals appointed from the PBA and two individuals appointed from the Administration. A determination of eligibility requires three votes by the committee. The determination of eligibility is not grievable under this Agreement.

b. A member may donate sick, vacation, holiday, personal leave and/or compensatory time to any member who has exhausted all sick leave and is in a documented need of sick leave due to personal or family illness, injury or disaster. A member may donate sick time provided they maintain thirty (30) days of sick time. No member may donate more than ten (10) days of sick time during a calendar year. Sick time usage for donation purposes is only applicable to this section of this Agreement.

c. The donated time will be valued at the recipient's current rate of pay, regardless of the rate of pay of the donating member. Determination of who shall receive donated time shall be at the sole discretion of the donating member once eligibility has been determined.

d. Accounting of the transfer to donated time shall be the sole responsibility of the City.

11. DEATH BENEFITS

A. Unused compensatory time, overtime, holiday and vacation pay shall be paid to the Bureau member's surviving spouse or estate within thirty days of the termination of employment because of death.

B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Police Officers of the City of Binghamton.

C. . The City will pay to the surviving spouse or if there be none, to the beneficiary of the estate of a member, 2/3 of unused sick time, up to a maximum payout of 150 days at 2/3 pay,

100 days at full pay. Such payment shall be made within thirty (30) days of termination of employment because of death. Payment shall be at the rate set forth in this Agreement. Sick leave payout shall be computed solely on the number of sick days accrued as a member of the Police Bureau. The City agrees to give the surviving spouse the choice between the cash payout and an equal dollar amount of paid up health insurance. If surviving spouse elects to accept the coverage, at any time during this period of coverage the spouse may opt to waive the coverage and request the balance of the monies due in cash.

D. Widows/Widowers Line of Duty Health Insurance: Effective January 1, 1997, the widow, widowers or surviving dependent children of a member killed in the line of duty shall continue to receive health insurance from the City of Binghamton at no cost for a period of one year; thereafter the widow, widower and/or dependent children shall be entitled to participate in the City's group Health Insurance plan at a rate equal to that of the City. The benefits contained in Section 11(C) above if any shall apply after this one-year period.

E. Widows/Widowers Line of Duty Death Sick Leave Payout:: , The City shall pay the surviving spouse, or if none, the surviving dependent children the accumulated unused sick time at the same rate as described in Section 11(C).

12. PERSONAL LEAVE

A. Members shall be entitled to three (3), personal leave days annually Requests for such leave shall be made at least twenty-four hours in advance, except in cases of emergency. Personal leave shall not be cumulative, must be used within the calendar year and shall be granted with permission of the Bureau Head.

B.
Members shall be allowed up to two (2) bereavement days annually due to the death of an immediate family member. Immediate family includes spouse, parent, sibling, child, mother and father-in-law, grandparents, grandchildren, brother and sister-in-law, step relations, significant other Significant other is defined as themember's domestic partner. Bereavement days cannot be accumulated and are to be used only as stated. Additional days may be granted at the sole discretion of the Chief of Police.13. MATERNITY LEAVE

Members will be granted unpaid maternity leaves upon written application to the Chief which shall, so far as possible, be made at least six (6) months before the expected birth of the child. Such leave shall commence no earlier than five (5) months before the birth of the child except when an earlier time is recommended for medical reasons and no later than at such time as the member is unable in all respects to perform her normal duties and shall continue for a period of not exceeding six (6) months after the birth of the child. The member will not accumulate additional leave during maternity leave. However, upon return from such leave, prior accumulated leave days will be restored and the member will be placed on the salary schedule according to years of service.

14. HEALTH INSURANCE

Effective retroactively to January 1, 2015, members will pay pro-rated health care contributions in the amount of \$4,158 for a family plan and \$1,712 for an individual plan. Effective January 1, 2016, members will pay pro-rated health care contributions in the amount of \$4,408 for a family plan and \$1,815 for an individual plan. Effective January 1, 2017, members will pay pro-rated health care contributions in the amount of \$4,647 for a family plan and \$2,052 for an individual plan. Effective January 1, 2018, members will pay pro-rated health care contributions in the amount of \$4,897 for a family plan and \$2,175 for an individual plan. Effective January 1, 2019, members will pay pro-rated health care contributions in the amount of \$5,147 for a family plan and \$2,450 for an individual plan.

New members starting on or after September 23, 2010 will automatically be enrolled in the PPO-B or its equivalent plan and will contribute 15% of the cost of the plan for 2015 and 2016. The members will contribute 16% for 2017, and 2018 and 2019, with the rate increasing to 17% on 12/31/19. .

B. The City shall have the right to change the health insurance carrier provided that the insurance coverage and plan benefits are equal to or better than that provided by the Blue Cross/Blue Shield Regionwide Option IV Plan. Effective August 1, 2010, Blue Cross / Blue Shield replaced the existing plan with CalssicBlue Regionwide Plan.

C. The health insurance incentive for members who have other health insurance coverage and who elect not to participate in the City's health insurance coverage provided through this contract, shall be entitled to an annual payment of \$2,600 to be paid in equal amounts on each pay date effective January 1, 2003.

15. UNIFORM ALLOWANCE

A. Each member of the Police Department covered by this Agreement shall be allowed a Nine Hundred (\$900) Dollar uniform allowance. If a member leaves the employment of the City before July 1, he/she shall receive one-half of the uniform allowance. If he/she leaves after July 1 or after he/she will be entitled to the whole allowance. However, effective on January 1, 2001, newly hired members shall receive \$1,175.00 if hired between January 1st and June 30th and \$587.50 if hired between July 1st and December 31st.

B. Said uniform allowance may also include reimbursement by the City for replacement of personal effects which have been damaged in the performance of duty and may be granted at the discretion of the Chief of Police. Payments are to be made one lump sum on or before March 1.

C. The City may implement a uniform supply or quarter-master system which will:

1. Provide cleaning and maintenance without charge.
2. Provide high quality equipment without charge.
3. Maintain and improve present standards of equipment and clothing without charge.

In the event said system is implemented, the uniform allowance shall be discontinued, provided that all purchase of uniform and equipment approved by the Chief of Police and made before January 1st each year of this Agreement, will be paid for by the City, up to a limit of one half of the previous year's uniform allowance per member; and those persons assigned to plain clothes duty shall receive a uniform allowance in the amount set forth above to be provided for each six months of service thereof in plain clothes.

16. RETIREMENT PLAN

A. All members of the Bureau of Police covered by this Agreement who were accepted into the Retirement System on or before June 30, 1973, will continue to receive Tier I Retirement Plan, including the one year averaging of final salary in accordance with Article 8, Section 302 (9) (d) of the New York State Retirement and Social Security law.

B. All members of the Bureau of Police covered by this Agreement who were accepted into the Retirement System on or after July 1, 1973, will receive the plan outlined in subsection (A) above as modified by the requirements of the applicable state statute now in effect. Section 443(f) of the New York State Retirement and Social Security Law does not apply.

C. All Bureau of Police members shall be eligible to elect the provisions of the New York State Retirement and Social Security law section 375(i) (the improved career plan).

17. RELEASE TIME FOR PBA BUSINESS

The City will give appropriate release time with pay to two members and Delegates to attend the NYS Police Conference and functions and to the President of one Delegate for such other functions in relation to PBA business as from time to time become necessary. Said leave shall be at the discretion of the Chief of Police, whose approval of leave requests shall not be unreasonably withheld.

18. GRIEVANCES

A. Discharge and Discipline

1. Any disciplinary action involving permanently appointed members in this unit shall, unless waived, be processed in accordance with Sections 75 and 76 of the Civil Service Law.

2. Members covered by this Agreement shall be entitled to representation by the PBA during the course of disciplinary proceedings.

3. Members shall not be obligated to sign any Bureau prepared admissions of guilt to be used in a disciplinary proceeding without first being given the opportunity to consult with a representative of the PBA. Said consultation shall, except under extenuating circumstances, take place within

twenty-four hours of the initial request for the member's admission.

4. Contract Administration - Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall, be settled in the following manner.

Step 1. Within fifteen working days (Monday-Friday) from the date of the occurrence of the event or action prompting the grievance, or within fifteen working days (Monday-Friday) after the member(s) becomes aware of the event prompting the grievance, the PBA President or his/her designee shall meet with the Chief of Police to discuss and attempt to resolve the grievance or dispute.

Notice of the grievance shall be in writing, and the answer of the Chief of Police shall be submitted to the PBA in writing not more than five working days after said meeting.

Step 2. A. If the grievance or dispute is not resolved at Step 1, it may be submitted by the PBA President or his/her designee to the Mayor of the City of Binghamton. The submission shall be in writing, shall contain the reasons for dissatisfaction with Step 1 determination, and shall be submitted within fifteen working days of receipt of the Step 1 determination.

B . Within five (5) working days of receipt of the Step 2 grievance, the Mayor or his/her designee shall arrange to meet with the PBA to attempt to resolve the grievance. Said meeting shall consist of the Mayor of the City, or his/her designee, and not more than two other representatives of the City; and the PBA President or his/her designee, and not more than two other representatives of the PBA, and the grievant(s).

C. Within fifteen (15) working days of the aforesaid meeting, a written decision shall be rendered by the Mayor. If the PBA is dissatisfied with the Step 2 decision, the PBA may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) work days from receipt of the Step 2 decision.

The PBA within the same time period, shall file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.

The arbitration shall be pursued in accordance with rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the authority to add to, delete from, amend, modify, change or in any manner to alter the terms and conditions of the collective bargaining Agreement between the parties.

All costs related to the arbitration process shall be equally shared by the PBA and the City.

If the City fails to comply with the foregoing limitations of time, the relief sought shall be granted; if the PBA fails to comply with the foregoing limitations of time, the grievance shall be deemed abandoned or settled upon the City's last answer. All time limits specified above may be extended by mutual agreement, not to be unreasonably withheld by either party.

19. PERSONNEL RECORD REVIEW

A. No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in a member's official personnel file without providing the member notice and an opportunity to respond. Should an member disagree with all or part of such document, the member shall have the right to place a response into his/her official personnel file.

B. When the City receives any letter of commendation for an member, it shall place it in the member's official personnel file, and the member shall be provided a copy at the same time.

20. DURATION

This Agreement shall become effective on January 1, 2015 and shall continue through December 31, 2019 unless otherwise stated.

21. LEGISLATIVE ACTION

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate body has given-approval.

22. SALARY

Members shall receive the attached schedule of salaries, Appendix B, effective retroactive to January 1, 2012, including a New Salary Schedule for members hired after January 1, 2013.

C. Longevity Pay

Members may receive longevity pay as follows:

8 years of service - \$ 1,000
12 years of service - \$1,550
17 years of service - \$2,100

D. Out of Title Work

Where any sergeant or lieutenant is validly assigned during the contract year to fill a temporary vacancy in a higher paying classification, he/she shall be entitled to the rate of pay of the next higher classification to the extent of funds provided for said purpose are available. The funds available in 2015 will be \$20,000. In 2016, 2017, 2018 and 2019 \$25,000 will be available.

Payments for out of title work shall be made individually in lump sums within (20) days after the contract year.

23. SHIFT DIFFERENTIAL

All members on the following reliefs will receive the following additional per hour increase:

Relief 1: 1/1/2015 1.30 1/1/2019 \$1.50
Relief 3: 1/1/2015 95 1/1/2019 \$1.10

Shift differential shall be paid on all hours worked (including overtime hours) as well as all hours paid (i.e., sick leave, vacation, holidays, personal leave and compensatory time).

24. COLLEGE DEGREE INCENTIVE PAY

A. Each member who holds a bachelor's degree from an accredited college or university shall receive \$300 per year in

additional salary. Any member who holds a bachelor degree is not entitled to the benefits of paragraph 24-B.

B. Each member, hired prior to 1/1/2015, who holds an Associate Arts Degree in Police Science, Criminal Justice (or another AA degree satisfactorily related to police work in the discretion of the Chief), shall receive \$200 per year in additional salary.

C. This amount shall be paid in 26 equal installments, to coincide with regular payrolls, and shall be prorated from the time when a member desiring this benefit presents proof of his qualifications to the Personnel Director.

25. FIREARMS QUALIFICATION

Each member is required to demonstrate proficiency with the service weapons in accordance with the program to be implemented by the City in its work rules.

26. POLICE LABOR-MANAGEMENT COMMITTEE

A Police Labor-Management Committee shall be established for the purpose of discussion at mutually acceptable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This committee shall be limited to three labor and three management members and shall meet at the request of either party upon reasonable notice to the other party, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

27. WORK SCHEDULE

A. The Bureau of Police shall operate three reliefs, each of eight hours duration. The following features shall govern this work schedule.

1. Schedule Cycle: 5 days on duty - 2 days off duty
2. Shift Length: 8 hours
3. Work Week: 40 hours
4. Days Off: 104 per year (not including discretionary leave)

5. Shift Rotation: None

6. Seniority: Members shall select shift preference and fixed days off on the basis of seniority in grade for purposes of this Article. Said selection shall be made on an annual basis on or before the first day of November of each year. Seniority for purposes of this article is defined as length of service in the grade in which selection is being made rather than length of service in the police Bureau.

7. Vacations: Vacations shall be selected by relief upon the basis of seniority with a maximum of three patrol members and one superior officer on vacation on any given day.

B. Staffing and Minimum Manpower:

1. Daily staffing for patrol division: The City and the PBA agree to maintain the minimum daily staffing covering the posts on the street of the three reliefs as follows:

Relief 1: Tuesday through Sunday - 10
Monday - 9

Relief 2: Monday through Saturday - 8
Sunday - 7

Relief 3: Monday through Saturday - 10
Sunday - 9

2. For the purposes of this article, workdays for Relief 1 are specified as follows:

Monday - Sunday for Monday
Tuesday - Monday for Tuesday
Wednesday - Tuesday for Wednesday
Thursday - Wednesday for Thursday
Friday - Thursday for Friday
Saturday - Friday for Saturday
Sunday - Saturday for Sunday

3. Notwithstanding the provisions of Section B.1 and 2 above, shift captains may require greater staffing if, in the shift captain's discretion and after approval by the Chief or Assistant Chief, greater manpower is desirable for the safety of the public or their fellow officers. Any overtime under this section will be paid at time and a half. (For example: special circumstances, PBA strikes, parades, B.C.

Pops and/or emergency situations, etc)

4. After consultation with the Chief or an Assistant Chief, if daily staffing figures cannot be met within the relief, the captain or acting captain will cancel (subject to rescheduling at a mutually agreed upon date between the affected member and his/her supervisor) holidays, personal leave days and compensatory days of members assigned to the relief until the staffing requirement is met. If staffing still is not met, then Section B.5, below, will apply and members will be called for compensatory time.

5. If a member agrees to be called in pursuant to Section B.4, above, (that is, his holiday, personal leave days or compensatory days have not been cancelled, then the member will be compensated with compensatory time only at a time and a half rate. (For example: 8 hours of work will generate 12 hours of compensatory time *earned in lieu of overtime*)

C. This Agreement is intended to supersede any previously implemented shift schedules be they established by a statute adopted prior to and inconsistent with Article 14 of the Civil Service Law, collectively negotiated or established by past practice in this Bureau.

D. In the event that any legal actions are commenced, 1995enced to challenge the implementation of this Agreement, the PBA and the City agree to jointly appear and defend this Agreement as made herein.

E. This Agreement shall have no effect on those members of the bargaining unit who are assigned to work regular office hours Monday through Friday at City Hall and such other special details which may be deemed necessary by the Chief.

28. EXECUTION

No amendment or alteration of this Agreement shall be binding, unless it is in writing and signed by the Mayor with approval of City Council, if necessary, and by two duly authorized representatives of the PBA.

29. SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been part of this Agreement.

30. RETIREMENT INCENTIVE

In 1988 and thereafter all members who retire within one year and initially become eligible for retirement under the twenty year or twenty-five-year plan will receive a payment of \$2,000.

31. RETROACTIVITY

This Agreement is retroactive in all respects to January 1, 2015, except as otherwise specifically stated in this Agreement.

32. VACANCIES

The City and the Mayor will attempt to fill all vacancies within this bargaining unit in 30 days. In the event this is not possible, the Mayor or his designee will notify the BPBA of the delay.

33. DRUG TESTING

A. PURPOSE OF PROVISION

1. The purpose of this provision is to establish a contract provision governing drug testing for members in the Binghamton Police Bureau, in order to maintain the parties' strong commitment to a safe and efficient work environment for members and the public they serve.

B. TESTING REQUIREMENTS

2.1 Participation as a Condition of Employment.

All members of the collective bargaining unit must participate in the random drug-testing program described herein.

2.2 Prohibited Behavior.

It is the intent of the parties that:

- a.) no member shall engage in the unauthorized use, sale, distribution, possession, or manufacture of any illegal drugs or controlled substances which are all listed in Section 2.3. (hereinafter referred to as illegal drugs or controlled substances) while on duty or while in a City vehicle;
- b.) no member shall report to work unfit for duty, at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming illegal drugs, or controlled substances;
- c.) in some cases, the use of authorized prescription or over-the-counter drugs may cause impairment that prohibits the member from performing police officer duties. It is the responsibility of the member taking any prescription drug(s) or over-the-counter medications that he/she knows may impair performance to consult with his/her physician or pharmacist regarding its effects and to inform his/her supervisor if he/she may be impaired. A member may be required to have his/her physician certify that a given medication or drug does or does not adversely affect the member's fitness for duty.

2.3 Drug Testing Procedures

Drug testing in all circumstances set forth in 2.4, will be conducted by analyzing the member's urine specimen as hereinafter defined. Specimens will be collected in an off-site facility that must meet the requirements of Appendix "A" to assure privacy and the integrity of specimen collection. The member will provide a urine specimen, which will be sealed and labeled by an authorized agent of the testing organization. A chain of custody document will be completed. The specimen will then be shipped to a certified laboratory. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification, and integrity will not be compromised. If the procedures of this paragraph are not complied with, then the test result will be deemed a negative test for drugs and controlled substances.

Only an initial screening test will be performed. If the test is positive for one or more drugs, then a confirmation test will be performed for each identified drug using a gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation test is intended to ensure that over-the-counter medications are not reported as positive results.

This policy expressly provides that the collection protocol will include split specimen techniques. That is, each urine specimen is sub-divided into two containers labeled as primary and split specimens. Both specimens will be forwarded to a laboratory certified by the U.S. Department of Health and Human Services (DHHS). Only the primary specimen will be used in the initial urinalysis. The split specimen will remain sealed and stored unless, and until, it is required for confirmation of a positive test. All test results from DHHS certified laboratory must only be sent to the medical review officer.

All drug test results are reviewed and interpreted by a physician, Medical Review Officer (MRO).

If the laboratory reports a positive result to the MRO, then the MRO contacts the member and conducts an interview to determine if there is a medical explanation for the presence of a controlled substance in the specimen. If the member provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported to the City as a negative.

The split specimen procedures will provide the member with an opportunity for a second opinion. If the member disagrees with the findings and conclusions of the MRO and wishes to have the split specimen tested, he/she shall inform the MRO within 72 hours of the interview and request that the split specimen be sent to another DHHS certified laboratory for analysis. All costs associated with the testing of the split specimen shall be paid by the member unless the results are negative in which case the City shall be responsible for the costs. No notification of test results will be given to the Director of Personnel and Public Safety until the results of the split specimen are reported to the MRO and discussed with the member. Only cases where both results of a split specimen test and the initial test are determined to be positive by the MRO will the test be reported to the Director of Personnel and Safety as positive. All other results where a split specimen shows negative results

will be reported to the Director of Personnel and Safety as negative.

Urine specimens are analyzed for the following drugs:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

2.4 Circumstances for Testing.

The parties agree that all drug tests for drugs and controlled substances listed in section 2.3. will be performed pursuant to section 2.3 and will be given to City police officers in the following circumstances:

- a. Reasonable Suspicion Testing. Reasonable suspicion that a member may be abusing drugs exists when objective facts and observations are brought to the attention of a supervisor officer and, based upon the reliability and weight of such information, together with the supervisor officer's own observations, the supervisor officer can reasonably infer or suspect that a member may be under the influence of drugs. Reasonable suspicion may be supported by the unauthorized purchase, sale or possession of drugs; the unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his duties; and other objective criteria such as slurred speech, staggering or impaired gait or other behavioral indicators as may be taught to supervising officers by a substance abuse professional from the City's EAP vendor. The above is intended to be representative, but not all inclusive, of situations that might constitute reasonable suspicion. Any factors that contribute to the supervisor officer's conclusion that reasonable suspicion exists must be documented in writing immediately. Notwithstanding the last sentence, the supervisor officer must, in addition to reported facts, make his/her own observation so that the supervisor officer can reasonably infer or suspect that such member may be under the influence of drugs.

Supervisor officers must immediately bring their written observations to the attention of the Chief or Acting Chief of Police. This supervisor officer must obtain the consent of the Chief or Acting Chief before testing can take place. Once the Chief or Acting Chief gives consent to testing, the supervisor police officer will make arrangements for the member to be taken to the test facility. Upon the completion of test the supervisor police officer will make arrangements for the member to be taken to the member's home.

- b. Post-Accident Testing Involving Loss of Human Life. In all cases of any on duty City police officer involved in an accident while operating a City vehicle, involving the loss of human life or serious physical injury as defined in New York Penal Law Section 10.00(10), post-accident drug tests pursuant to 2.3 will be administered to the City police officer(s) driving the vehicle. Drug testing must be performed immediately following the accident, or as soon thereafter as is reasonably possible.
- c. Random Testing. The selection of members for random drug testing, pursuant to 2.3 shall be made by a scientifically valid random-number selection method as determined by the City's testing vendor. The selection method shall assure that each member shall have an equal chance of being tested each time the selections are made. Selection shall be determined by the City's testing vendor contracted to administer the drug testing. The parties agree that the testing selection method and vendor cannot be changed except by written mutual consent. The current testing vendor (UHS Occupational Health Center) is using a computer program called SYSTOC to do the selection of members for random testing.

Ten percent (10%) of the bargaining unit will be tested annually on a random basis for the purpose of detecting the presence of illegal drugs. No random testing for alcohol shall be performed. The test dates shall be spread reasonably throughout the year by the testing vendor with no established pattern. Random testing will be unannounced. In person

notification and test arrangements will be made by the Police Chief or his designee.

Members shall not be informed and sent for random testing pursuant to 2.3 unless, and until, the member is physically present at work. In no case will a member be ordered to report to duty for the sole purpose of being tested or being informed of the need for such a test.

Once a member has been notified in person that he/she has been selected for random testing, the member shall be advised of the location of the collection site, currently 33 Mitchell Avenue, 2nd floor Summit Building. The member shall report immediately to the collection site. Members shall be individually and discreetly notified to report to the collection site. Members are not required to be in uniform when reporting to the collection site. The City will inform the personnel at the collection site that the member's identity must not be publicly disclosed at the collection site or during the collection process except to collection site personnel. Appendix "A" which is attached, sets forth the drug testing procedures.

- d. Return-to-Duty Testing. Before any member is allowed to return to full duty following a verified positive drug test result, that member must undergo a return to duty test. Any return to duty drug test result must indicate a verified negative result for the presence of any illegal drug listed in 2.3. In addition, before a return to duty drug test is performed, the member must be evaluated by a substance abuse professional (SAP) at the City's Employee Assistance Program (EAP), who shall determine what assistance, if any, the member may need and shall determine whether the member has subsequently followed all recommendations made by the SAP, including participation in any rehabilitation program.
- e. Follow-up Testing. If, and when, a member who has tested positive for illegal drugs is allowed to return to full duty, such a member shall be subject to unannounced follow-up testing for at least twelve (12) months but not for more than sixty (60) months. The

frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the member has returned to duty. The cost of all follow-up testing shall be paid in full by the member and failure to pay such cost will subject the member to disciplinary action up to, and including, termination.

After the designated follow up period in this section of satisfactory compliance and negative test results, the Personnel and Safety Director will purge and destroy all records related to the member's initial testing and any subsequent documentation of the preceding designated follow up period in this regard. In no case, once these documents are purged and destroyed, will any documents or reference to such documents be made by the Personnel and Safety Director in any personnel decision.

2.5 Behavior that Constitutes a Refusal to Submit to a Test.

The following actions or behavior shall constitute a refusal to submit to a required test described in 2.3, including but not limited to the following (unless the member has a reasonable explanation):

- a. refusal to take the test;
- b. inability to provide sufficient quantities of urine to be tested without a valid medical explanation provided by the member's personal physician as soon as reasonably possible;
- c. tampering with, or attempting to adulterate, the specimen or collection procedure;.
- d. failure to report to the collection site immediately;
or
- e. failure to remain readily available for post-accident testing, as described in paragraph 2.3(b) when applicable.

Any behavior described in Section 2.5 that constitutes a refusal to submit to a test will be considered as a

positive test of the member and Section 2.6 will then apply.

2.6 Consequences of a Positive Drug Test.

A member who has a positive drug test result pursuant to the procedures of 2.3, must be immediately removed from full duty and placed in a modified police officer duty capacity without loss of pay or benefits, unless the member is unfit to perform modified police officer duty as determined by the medical review officer. If the member is unable to return to duty then the member may use sick leave or any other accumulated leave time. Any member who has a verified positive drug test result pursuant to section 2.3 shall surrender his/her firearm weapon(s) to the Police Chief or his designee. The member will not be allowed to return to full duty until the member has been evaluated by a substance abuse professional. The member must make an appointment to see a substance abuse professional at the City's EAP within five (5) calendar days of being informed by the MRO of a final positive drug test result. Thereafter, the substance abuse professional will make a determination as to whether the member should be allowed to continue working in a modified duty capacity or returned to full duty. Depending on the extent of treatment determined necessary by the substance abuse professional and any referral agency, the officer may be allowed to continue on modified duty or be placed on sick leave or any other accumulated leave time while under treatment.

In addition, before any member who has tested positive returns to full duty, the member must undergo and pass a return-to-duty drug test pursuant to 2.4 with a negative result. Should the member fulfill all the initial requirements as outlined above and as determined by the EAP substance abuse professional, the member shall be allowed to return to full duty after executing a written "last chance" agreement which shall contain the following elements:

- A brief review of the circumstances involving the positive test result, the administrative action taken, the fact that the member sought, and has completed, an initial course of treatment and further agrees to continue participation in the professionally recommended treatment program(s);
- The member will agree to execute proper authorization forms to allow all treatment providers permission to communicate with the City's Personnel and Safety Director

regarding compliance with all recommended treatment programs;

-The member will agree, as a condition of continued employment, to submit to follow-up drug testing (at the member's expense) as set forth in section 2.4.e.;

-In the event the member should test positive for drugs at any time during this designated follow up period as set forth in 2.4.e, the officer shall be subject to automatic dismissal with no recourse to the contractual grievance procedure, the courts, or any other administrative appeals process except where: 1. any EAP recommended compliance issues not involving a positive drug test result is alleged; or 2. any alleged breach of chain-of-custody issues is alleged. If either of these exceptions are alleged, then there will be no automatic dismissal and the member will have recourse to the contractual grievance procedure. In all other cases the City's Personnel and Safety Director shall be the sole and exclusive arbitrator, with final and binding authority, of any disputes that a member may wish to bring regarding the officer's compliance or non-compliance with the terms and conditions of the "last chance" agreement. Any outside arbitrator, hearing officer or judge hearing a claim regarding any alleged breach of chain-of-custody by the City's testing vendor or the testing laboratory or compliance issues defined above shall be bound by the fact that the member shall have the burden of proof, by a preponderance of the evidence. No other collateral issues shall be considered or determined. The outside arbitrator hearing officer or judge's decision on the grievance can include dismissal of the member or a finding of compliance or lack of custody or any other remedy fashioned by the arbitrator, hearing officer or judge.

2.7 Confidentiality of Test Results.

The City of Binghamton Personnel and Safety Director, the drug-testing laboratory and the medical review officer shall maintain member drug testing results and records under strict confidentiality. The results cannot be released to any other party without the written consent of the member. Exceptions to these confidentiality provisions are limited to a decision-maker in arbitration, litigation, or other administrative proceedings involving the member's continued employment with the City. If

the member ceases to be an employee of the City, then all results under this provision (arising from a positive drug test) or other violation of these rules must be destroyed. Statistical records and reports are maintained by the City of Binghamton and the drug testing provider. This information is aggregate data and is used only to monitor the effectiveness of the program; therefore names of participants will not be retained. Drug testing results from the MRO must be sent by first class mail or overnight delivery to the attention of the Director of Personnel and Safety.

Notwithstanding the previous paragraph, the Chief of Police, Corporation Counsel and the Mayor will be advised of the results; but all records will be in the custody of the Director of Personnel and Safety and subject to the confidentiality provisions set forth herein.

2.8 Training for Supervisor Officers.

The City of Binghamton shall ensure that all supervisor must receive a minimum of sixty (60) minutes of in service training and a minimum of sixty (60) minutes of training on controlled substance use. The training shall include the physical, behavioral, speech, and performance indicators of probable use of controlled substances. The training shall also include an overview of the program requirements, disciplinary procedures, confrontation and documentation procedures, and rehabilitation and treatment options which are available through the City of Binghamton's Employee Assistance Program (EAP).

2.9 Training for City Police Officers.

The City of Binghamton shall ensure that all members shall have in-service training for a minimum of sixty (60) minutes on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, as well as the manifestations and behavioral signs that may indicate prohibited use, as per the training materials (video and written) provided by the City's EAP.

C. IMPLEMENTATION OF PROVISIONS

This provision will become effective only upon the performance of the following event: The City of Binghamton will, pursuant to a random or other drug test, test at least 10% of the City's administrative staff and managerial staff annually who are not currently members of a collective bargaining unit, including but not limited to the City of Binghamton's

administrative staff, managerial staff and all department heads. Furthermore, if any collective bargaining unit contract provision concerning drug testing has initially been implemented but has subsequently been terminated, then this provision will cease and be null and void.

34. ALCOHOL ABUSE

Section 27 and 28 of the General Order Manual of the City's Bureau of Police Rules of Conduct, (attached hereto as Appendix C), are hereby incorporated by reference into and are subject to the provisions of the collective bargaining agreement, including but not limited to Section 33, Drug Testing, except that the random drug testing requirements of this provision are not applicable.

35. ON-CALL PAY FOR DETECTIVES

The Detective Division of the Police Bureau assigns up to four (4) detectives each day to act in an on-call capacity between the hours of 4PM and 8AM. The City agrees to pay each detective who works in an on-call capacity one hour of overtime. The Police Chief shall have the right to promulgate a general order regarding this subject including the issue of any detective who is on-call and does not respond when called in.

36. PURCHASE OF DUTY SIDEARM UPON RETIREMENT

A. Any member with twenty (20) or more years of service in the City of Binghamton Police Bureau at the time of his/her retirement may elect to purchase his/her duty sidearm at the agreed upon fair market value.

B. Said purchase may be by cash payment or deduction from the member's retirement buyout at the time of his/her retirement.

C. Members who resign or retire prior to completing twenty (20) years of service with the City of Binghamton Police Bureau, members who are retiring under threat of disciplinary action, or members who medically retire as a result of mental disease, disorder of defect are excluded from this section of this Agreement.

37. Effective 1/1/2015, all members serving as Field Training Officers (FTO's) will be paid an additional \$25.00 per day while actively serving in the role of a FTO. On 1/1/2016 members

serving as FTO's will be paid one hour of overtime per shift worked while serving in the role of an FTO.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

DATED: , 2015
 Binghamton, New York

THE CITY OF BINGHAMTON, NEW YORK

BY _____
 RICHARD DAVID, MAYOR

THE BINGHAMTON POLICE
BENEVOLENT ASSOCIATION, INC.

BY _____
 Robert Fimbres

PRESIDENT

BY _____
 Becky Sutliff, Treasurer

APPROVED AS TO FORM:

KENNETH FRANK, Corporation Counsel

STATE OF NEW YORK)
COUNTY OF BROOME) SS:
CITY OF BINGHAMTON)

On this day of _____, 2015 before me, the subscriber personally came Richard David; who being duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the foregoing instrument; that he knows the seal of said City; and that the seal affixed to said instrument is such corporate seal, and that he signed his name thereto.

Notary Public

STATE OF NEW YORK)
COUNTY OF BROOME) SS:
CITY OF BINGHAMTON)

On this day of _____, 2015, before me personally appeared Robert Fimbres and Becky Sutliff who being by me duly sworn, did depose and say: That they are the President and Treasurer of the organization respectively named in and which executed the foregoing instrument a they signed their names thereto.

Notary Public